

CITY OF MERCER ISLAND

KING COUNTY, WASHINGTON



MERCER ISLAND PUBLIC WORKS DEPARTMENT

76th Avenue SE Mid-Block Crosswalk

Project Number:
22-09

Contact Specifications

March 2022

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Advertisement for Bids City of Mercer Island

Project Title: 76th Ave SE Mid-Block Crosswalk
Bid Number: 22-09
Engineers Estimated Cost: \$200,000

Sealed bids will be received, not sent, electronically by the City until **2 pm on April 7, 2022**. Due to the COVID-19 pandemic and the temporary closure of the City Hall building, bidders shall submit their bids in PDF format to the Public Works email address at: publicworks@mercerisland.gov. There will be no public bid opening for this project; bid results will be posted on the City's web page at: <https://www.mercerisland.gov/rfps>.

Bidder questions are to be directed to Lia Klein, Transportation Engineer, by email only at lia.klein@mercerisland.gov. The City will receive questions until **1 pm on March 29**. Questions received after this date will not be answered. All questions and responses will be posted in an addendum by **April 1** to the Builders Exchange site.

Work to be performed under this contract includes but is not limited to: temporary traffic control; pavement removals and minor excavation; new concrete curb & gutter; new concrete sidewalk, concrete median, and ADA ramps; Rapid Response Flashing Beacon (RRFB) pedestrian crossing signal system; conduit and wiring installation; new pavement markings; and landscape restoration.

The City reserves the right to reject any and all bids and to waive minor irregularities.

Plans, specifications, addenda, and bidders list are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects", "Public Works", "City of Mercer Island", "Projects Bidding". Builders Exchange manages the official bidders list. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the official bidders list.

Plans and specifications are also available at the City of Mercer Island website <https://www.mercerisland.gov/rfps>. Addenda may not be available or updated on this website.

A bid deposit in the amount of five percent (5%) of the bid total price must accompany each bid.

The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Andrea Larson, City Clerk

Published: Seattle Daily Journal of Commerce – 3/18/2022 & 3/25/2022

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City of Mercer Island Instructions to Bidders

1. ELIGIBILITY TO BID:

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. To be eligible to bid, each Bidder must:

- A. At the time of bid submittal, have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
 - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; and
 - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); and
- E. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.

A contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

2. SUBCONTRACTOR RESPONSIBILITY CRITERIA:

The Bidder must verify responsibility criteria for each first-tier subcontractor, and each subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Upon request of the City the Bidder shall promptly provide documentation to the City demonstrating that the subcontractor(s) meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Bidder shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- A. Have a current certificate of registration in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW; and
 - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
 - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW; and
 - iv. Have an electrical contractor license, if required by Chapter 19.28 RCW; and
 - v. Have an elevator contractor license, if required by Chapter 70.87 RCW; and
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3); and

3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE:

Each bidder is instructed to examine the Plans, Specifications, Addenda, the site of the proposed improvements, and conduct any other examination and investigation which the bidder may desire to make as to the accuracy of the nature of the work and the difficulties to be encountered. The Bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation. Bidders shall consider Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

4. ADDITIONAL INFORMATION:

All questions about the meaning or intent of the Contract Documents are to be directed to Lia Klein, Transportation Engineer in writing by email at lia.klein@mercerisland.gov.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer or City as having received the Contract Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. WAGES:

This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be

allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder or a failure to include in Bidder's price adequate increases in such wages during the performance of this Contract. A copy of the most recent prevailing wage schedule is in the Appendix of the specifications. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at www.lni.wa.gov/TradesLicensing/PrevWage/.

6. PROGRESS AND COMPLETION:

Time is of the essence for this Project. Progress and completion of the Work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submission of a bid constitutes the Bidder's acknowledgement that such progress and completion requirements have been taken into account in formulating a price for this Work.

7. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES:

If awarded the Contract, the Bidder shall fully comply with all such environmental protection laws, ordinances, and regulations dealing with prevention and environmental pollution and the preservation of public natural resources that may be applicable to this Project. The cost of such compliance shall be included in the bid prices.

8. BID FORM:

The Bid Form is included in the Contract Documents. The Bid Form must be completed in ink. Bids that contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive and not eligible for award. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

All bids shall be signed by the Bidder, or the Bidder's authorized representative. If the bid is made:

- A. By an individual, the Bidder's name, signature, and address must be shown;
- B. By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture;
- C. By a corporation or limited liability company ("LLC"), the name of the state under the laws of which the corporation or LLC is chartered, the name and post office address of the corporation or LLC and the title of the person who signs on behalf of the corporation or LLC must be shown.

Upon the City's request, the Bidder shall provide copies of the articles of incorporation, bylaws, resolutions of board of directors, partnership papers, joint venture agreements, and any other

documents evidencing the legal status of the Bidder and the authority of the Bidder's officer or representative who signed the bid on behalf of the Bidder.

The City is not responsible for any cost incurred in responding to this Call for Bids.

9. ACKNOWLEDGEMENT OF ADDENDA:

Each Bidder shall include on the Bid Form specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid of information contained in the addenda that the Bidder received constructive notice of the addenda.

10. BID SECURITY:

The Bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to the City:

- A. A bid guaranty bond, in accordance with and using a form acceptable to the City which contains provisions substantially similar to those in the bid bond form included with the Contract Documents, duly completed by a guaranty company authorized to carry on business in the state of Washington; or
- B. A postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington.

The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. A Power of Attorney must accompany the bid guaranty bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the Bid shall be rejected.

11. NON-COLLUSION:

Each bid shall be accompanied by a signed Non-Collusion Declaration in accordance with, and using the form provided by the City. Failure to submit a signed Declaration with the Bid shall render the bid non-responsive and the Bid shall be rejected.

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

12. DELIVERY OF BID:

Each Bid shall be submitted in PDF format via electronic transmission to the City of Mercer Island's Public Works email address at: publicworks@mercergov.org. The City will not consider bids received after the time fixed for opening bids in the Advertisement for Bids.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these instructions, that without exception the Bid is premised upon performing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

13. MODIFICATION OF BID:

A modification of a Bid will be considered only if the modification is received prior to the time announced for the opening of Bids. All modifications shall be made in writing executed and submitted in the same form and manner as the original Bid.

14. RETURN OF BID SECURITY:

After the bid prices have been compared, the City may return the bid security if, in the City's judgment, the Bidder would not be considered for award. All other Proposal Guarantees will be held until the Contract and the Performance Bond of the successful bidder have been executed.

15. EVALUATION OF BIDS AND BID ERRORS:

After opening the Bids, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City for award purposes.

Irregular Bids:

A. A Bid will be considered irregular and will be rejected if:

- i. The authorized Bid Form furnished by the City is not used or is materially altered;
- ii. The completed Bid Form contains any unauthorized additions, deletions, alternate bids, or conditions;
- iii. The bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
- iv. A price per unit cannot be determined from the Bid Form;
- v. The Bid Form is not properly executed;
- vi. An executed non-collusion certificate is not provided; or
- vii. Proper bid security does not accompany the Bid.

B. A Bid may be considered irregular and may be rejected if:

- i. The Bid Form does not include a unit price for every Bid item;
- ii. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City;
- iii. Receipt of Addenda is not acknowledged;

- iv. A member of a joint venture or partnership and the joint venture or partnership submit Bid Forms for the same project (in such an instance, both Bids may be rejected); or
- v. If Bid Form entries are not made in ink.

Bids will be evaluated by the City to determine which bid is the apparent lowest, responsive bid.

Bid results will be posted on the City's website at <https://www.mercerisland.gov/rfps>.

The City, in its sole discretion, reserves the right to waive minor bid errors, informalities, and immaterial irregularities when it is in the City's best interest to do so.

16. EVALUATION OF BIDDER RESPONSIBILITY:

A Contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

- A. Bidder Responsibility Criteria. To be determined responsible, the Bidder must, in addition to satisfying the bidder responsibility criteria listed in Section 1. ELIGIBILITY TO BID above:
 - i. Have adequate financial resources to perform the contract, or the ability to obtain them;
 - ii. Have a satisfactory performance record;
 - iii. Have a satisfactory record of integrity and business ethics;
 - iv. Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them;
 - v. Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
 - vi. Be in compliance with training requirements in RCW 39.04.350(1)(f); and
 - vii. Provide a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).

- B. Reference Checking. To assist the City in the review of the Bidder's qualifications, the Bidder shall, within five (5) days of being requested to do so by the City, provide the following information:
 - i. Past Experience in Similar Projects. Provide a list of all construction contracts (whether completed or in progress) entered into or performed by the Bidder within the past five (5) years for projects similar in scope, time and complexity to the work called for under this Contract. Provide the names of the contracts, the contract price, and the names and phone numbers of the owners.
 - ii. References. Provide a list of five (5) references. References will be asked to rate performance on the following items: overall project performance; acceptable experience and technical knowledge; effective coordination of subcontractors; ability to coordinate and work with utility companies and governmental entities; responsiveness to owner

requests; attention to safety; quality and timeliness of submittals, change order proposals, project schedule, schedule updates and other applicable paperwork.

If the Bidder is a joint venture, the Bidder shall submit information for the joint venture if the members have worked together in the past and also information about each member of the joint venture. The Joint Venture Agreement shall be included in the submission.

If the Bidder fails to supply information requested concerning responsibility within the time and the manner specified, the City may base its determination of responsibility upon any available information related to the responsibility criteria or may find the Bidder is not responsible.

The City reserves the right to inspect records, reports and other information which may be maintained by or for the Bidder to the extent necessary, as determined by the City to verify, clarify or otherwise consider the information provided by the Bidder.

17. DETERMINATION OF NON-RESPONSIBILITY:

If the City determines a Bidder to be not responsible, the City will provide, in writing, the reasons for the determination. The Bidder may appeal the determination within ten (10) days of its receipt of the City's determination of non-responsibility by presenting additional information to the City. The City shall consider the additional information before issuing its final determination. If the City's final determination affirms that the Bidder is not responsible, the City shall not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

18. CONTRACT AWARD:

If a Contract is awarded, the City will award the contract to the responsible bidder that submits the lowest total responsive bid for the schedule(s) selected by City after bid opening and prior to award.

If the Contract is to be awarded, City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. No other act of the City or others will constitute acceptance of a Bid.

The City reserves the right to request bidders to extend the effective period of their bids.

19. REJECTION OF ALL BIDS:

The City reserves the right to reject any or all Bids at any time up to actual execution of the Public Works Contract, even if there has been an award of the Contract.

Any or all Bids will be rejected if the City has reason to believe that collusion exists among the Bidders.

20. EXECUTION OF PUBLIC WORKS CONTRACT:

The Bidder to whom award is made shall execute a written Public Works Contract with the City on the form provided, shall secure all insurance, and shall furnish all certificates, endorsements and bonds required by the Contract Documents within ten (10) calendar days after receipt of the forms from the City. Failure or refusal to execute the Public Works Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, the City may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the City.

21. BID PROTEST PROCEDURES:

- A. Form of Protest. In order to be considered, a Protest shall be in writing, addressed and delivered to the attention of the project manager at the City of Mercer Island, 9611 SE 36th Street, Mercer Island, Washington 98040. The Protest shall include the following:
- i. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
 - ii. A complete, detailed statement of all grounds for protest, supporting authority, and any supporting documentation. Supplemental information will not be considered unless the supplementation contains information not available at the time of protest;
 - iii. The specific ruling or relief requested; and
 - iv. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.
- B. Who May Protest:
- i. Protests based on specifications: Any prospective Bidder.
 - ii. Protests following Bid opening: Any Bidder with a substantial financial interest in the award of a Contract.
- C. Time to Protest:
- i. Protests based on specifications or other terms in the Contract Documents must be received by the City no later than ten (10) calendar days prior to the date established for submittal of Bids.
 - ii. The City must receive protests based on other circumstances within five (5) calendar days after the bids are opened and publicly read.
 - iii. In no event shall a Protest be considered if all bids are rejected or after execution of the Contract.

- D. Determination of Protest. Upon receipt of a timely written Protest, the City shall investigate the Protest and shall respond in writing to the Protest prior to the award of Contract. If protest is submitted in accordance with the procedures set forth above, the City will not execute a contract any sooner than two (2) business days after the City's decision on the Protest.
- E. Failure to Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the City.
- F. Exhaustion of Administrative Remedies. By submitting a bid, the Bidder agrees the Bidder's compliance with the protest procedures set forth herein are a mandatory condition precedent to the Bidder initiating a lawsuit against the City.
- G. Venue. By submitting a bid, the Bidder acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

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Bidder's Checklist

ALL BIDDERS must properly complete, execute and submit the following with their bids:

1. **NON-COLLUSION DECLARATION:** Failure to submit the certificate shall make the bid non-responsive and not eligible for award.
2. **BID FORM:** Bidders must bid on all items contained in the Bid Form and the Form must be signed. The omission or deletion of any bid item may render the bid non-responsive and result in the rejection of the bid. Bidders are reminded to comply with RCW 39.30.060.
3. **CONTRACTOR DECLARATION PURSUANT TO RCW 39.04.350(2):** Failure to submit the declaration shall make the bid non-responsive and not eligible for award.
4. **BID GUARANTY BOND:** Failure to furnish a bid deposit of a minimum of five percent (5%) shall make the bid non-responsive and not eligible for award.
5. **BIDDERS QUALIFICATION CERTIFICATE:** To be completed and signed. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

To assist the City in the review of the responsible Bidder's qualifications, the Bidder(s) shall, within five (5) days of being requested to do so by the City, provide the information required in Evaluation of Bidder Responsibility of the Instructions to Bidders, including a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).

The **SUCCESSFUL BIDDER** shall properly complete, execute (as required) and submit the following after receiving notice of the award of the Project.

1. Public Works Contract,
2. Performance Bond,
3. Payment Bond,
4. Certificate of Insurance,
5. Retainage Agreement,
6. Statement of Intent to Pay Prevailing Wages,
7. Other documents requested by City.

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BIDDING REQUIREMENTS

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Non-Collusion Declaration

Project Name: 76th Avenue SE Mid-Block Crosswalk, 22-09

Bidder/Contractor: _____

I, _____, declare under penalty of perjury under the laws of the State of Washington that the following statements are true and correct:

1. I am the representative for the above-named bidder/contractor, and as its _____, I am authorized to make the declaration herein on its behalf.

2. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Date and Place

Signature

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BID FORM

(NOTE TO BIDDER: This BID FORM shall be completed in ink or typewritten)

TO: City of Mercer Island
ADDRESS: 9611 SE 36th Street
Mercer Island, Washington 98040
PROJECT TITLE: 76th Avenue SE Mid-Block Crosswalk; 22-09

Bidder Declaration and Understanding

The undersigned Bidder hereby declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner, and other sources and have made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

The Bidder is hereby notified that no goal for disadvantaged business enterprise utilization has been established for this project. As part of the City's affirmative action effort, however, the City encourages participation of certified disadvantaged businesses and women business enterprises to act as prime contractors as well as subcontractors on this project.

The undersigned Bidder hereby declares that Bidder has carefully examined the Contract Documents including the following addenda, receipt of all is hereby acknowledged:

Addendum Number	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

Start of Construction and Contract Completion Time

The Bidder agrees that he/she will begin work within 10 calendar days of the Notice to Proceed, and Final Completion of the entire project will be achieved by the Final Completion Date (except for extensions of time granted in accordance with the General Terms and Conditions). The Bidder further agrees he/she will, if necessary, accelerate his work, provide additional workers and equipment, and expedite materials delivery to meet these dates, all at no additional expense to the OWNER.

By submitting this bid, the bidder agrees that, if award this contract, they will achieve Final Completion within 40 working days from the Notice to Proceed and the Substantial Completion Date will be 5 calendar days prior to the Final Completion Date.

Project timeline and work limitations for this contract are:

1. A contract is scheduled for award on April 15, 2022.
2. Notice to Proceed with construction is anticipated by the week of May 9, 2022.
3. Substantial Completion of the entire project shall be achieved within 40 working days in accordance with SP 1-08.5.
4. No work shall be performed on-site during the week of July 4, in anticipation of the 2022 Summer Celebration taking place in the Town Center.
5. The project shall be substantially completed, including all concrete, asphalt, and pavement markings, no later than September 1, 2022.
6. All other work on the project shall be completed no later than October 15, 2022.

Lump Sum or Unit Price Work

The Bidder proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Contractor shall be compensated for the actual unit quantities performed in accordance with the General Terms and Conditions set forth in these Contract Documents. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for Contractor-paid taxes, overhead, and profit for each type and unit of work, as well as any auxiliary costs associated with completing a unit of work called for in these Contract Documents. The City does not guarantee the quantities estimated for unit price items, nor does the City limit itself to the estimated number.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the Owner has been merged with the prices named in the Proposal.

To the extent possible, standard bid items have been utilized for the work listed in the Proposal. The Bidder is directed to review the Standard Specifications and the City of Mercer Island's Amendments (Special Provisions herein) for descriptions of bid item work, measurement, and payment.

Certification of Non-Segregated Facilities

The Bidder certifies that the Bidder does not maintain or provide for the Bidder's Employees any segregated facilities at any of the Bidder's establishments, and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's control, where segregated facilities are maintained.

Prevailing Wages

The Bidder agrees to pay to labor not less than the hourly minimum rates of wages and fringe benefits determined by the State of Washington Department of Labor and Industries as included in the Appendix.

BID SCHEDULE

76 TH AVENUE SE MID-BLOCK CROSSWALK						
ITEM NO.	SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	1-04	Minor Changes	1	CALC	\$5,000	\$5,000
2	1-05	Roadway Surveying	1	LS		
3	1-09	Mobilization	1	LS		
4	1-10	Traffic Control Supervisor	1	LS		
5	1-10	Flaggers	200	HR		
6	1-10	Other Temporary Traffic Control	1	LS		
7	2-01	Clearing and Grubbing	1	LS		
8	2-02	Removing Asphalt Conc. Pavement	47	SY		
9	2-02	Removing Cement Conc. Curb and Gutter	50	LF		
11	2-02	Removing Cement Conc. Sidewalk	55	SY		
12	2-03	Roadway Excavation, Incl. Haul	16	CY		
13	4-04	Crushed Surfacing Top Course	27	TN		
14	5-04	HMA Cl. 1/2" PG 58H-22	11	TN		
16	8-01	Erosion / Water Pollution Control	1	LS	\$2,500	\$2,500
17	8-04	Cement Conc. Pedestrian Curb	32	LF		
18	8-04	Cement Conc. Extruded Curb Type 6	92	LF		
19	8-04	Cement Conc. Curb and Gutter Type A-1	50	LF		
20	8-14	Cement Conc. Sidewalk	55	SY		
21	8-14	Decorative Stamped Cement Concrete Finish	23	SY		
22	8-14	Cement Conc. Curb Ramp	31	SY		
23	8-14	Detectable Warning Surface	72	SF		
24	8-09	Raised Pavement Marker Type 1	172	EA		
25	8-09	Raised Pavement Marker Type 2	20	EA		
26	8-28	Modification of Existing Illumination System at 76th Ave SE, Complete	1	LS		
27	8-29	RRFB System at 76th Ave SE, Complete	1	LS		

ITEM NO.	SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
28	8-21	Permanent Signing	1	LS		
29	8-22	Plastic Crosswalk Line	144	SF		

Total Bid
Amount..... \$ _____

BID SUMMARY

Unit prices for all items, all extensions, and the total amount of bid must be shown on all Schedules. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and the totals shall be corrected to conform thereto.

The bidder shall bid on all items included in the Bid Form.

Subcontractor Listing – RCW 39.30.060

Pursuant to RCW 39.30.060, the Bidder shall list as part of its Bid either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning (“HVAC”), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW. The Bidder shall not list more than one subcontractor for each category of work.

Failure of the Bidder to submit as part of the Bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same category of work shall render the Bidder’s Bid nonresponsive and therefore, void.

The requirement of this section to name the Bidder’s proposed HVAC, plumbing, and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the Bid to the City.

Electrical work must be performed by a licensed electrical contractor. Bidders are cautioned that installation of electrical equipment (PVC or metal conduit, junction boxes or similar work) may be considered electrical work even if for future use and no electrical current is involved.

If the subcontract work categories as described above are not applicable to the work being bid, the bidder must indicate that the subcontract category is “NOT APPLICABLE.”

HVAC

Subcontractor Name: _____

UBI Number: _____

Plumbing

Subcontractor Name: _____

UBI Number: _____

Electrical

Subcontractor Name: _____

UBI Number: _____

PROPOSAL SIGNATURE SHEET

If Sole Proprietor, Partnership or Joint Venture

IN WITNESS hereto the undersigned have set their hands this

_____ day of _____, 20 _____.

Name of Bidder (name each partner
or joint venture partner)

Washington Contractor's Registration
No.

Address

Authorized Signature

Position/Title

If Corporation or Limited Liability Company (LLC)

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this

_____ day of _____, 20 _____.

Name of Corporation or Limited
Liability Company (LLC)

Washington Contractor's Registration
No.

Address

State of Incorporation or Organization

Authorized Signature

Position/Title

BID GUARANTY BOND

KNOW ALL BY THESE PRESENTS: That we, _____,
as Principal, and _____, as Surety, are jointly and severally held
and firmly bound unto the City of Mercer Island, hereinafter called the Obligee, each in the penal sum of
five percent (5%) of the Principal's Total Bid Price for the work, this sum not to exceed
_____ DOLLARS (\$_____) (hereinafter referred to as "penal sum") of
lawful money of the United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its bid proposal for the

76th Avenue SE Mid-Block Crosswalk

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract,
and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents
which are conditions precedent to the execution of the Agreement, enters into, executes and delivers to the
Obligee an agreement on the form provided herein complete with evidences of insurance, and if the
Principal, within the time specified, gives to the Obligee the performance and payment bond on the forms
provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the
Obligee the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.
Provided further, if the difference in money between the Principal's Total Bid Price and the amount for
which the Obligee legally contracts with another party to fulfill the Contract is greater than the penal sum,
the Principal shall pay unto the Obligee the difference between the penal sum and the amount the Obligee
pays another to fulfill the Contract.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as
Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall
operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure
to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors,
administrators, successors and assigns.

SIGNED this _____ day of _____, 20 _____.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

Telephone: () _____ Telephone: () _____

**Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to
make, execute, seal and deliver this bid guaranty bond.**

Bidder's Qualification Certificate

The undersigned hereby certifies and submits the following:

Company Name _____
 Address _____

 Owner Name _____
 Contact Person _____
 Contact Person's Title _____
 Phone _____
 E-mail _____

Washington State Contractor Registration # _____
 Washington State Unified Business Identifier (UBI) # _____
 Federal Tax ID # _____
 City of Mercer Island Business License #
 (required prior to award of contract) _____

	Yes or No	Account / Registration Number (as applicable)
Does the contractor have industrial insurance coverage for its employees working in Washington as required by Title 51 RCW?	_____	_____
Does the contractor have a Washington State excise tax registration number as required by Title 82 RCW?	_____	_____
Does the contractor have a Washington State Employment Security Department number as required by Title 50 RCW?	_____	_____
Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?	_____	_____
Within the three-year period immediately preceding the date of the bid solicitation, has the contractor been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW?	_____	_____

By: _____

<p>_____ Signature</p>	<p>_____ Print Name</p>
<p>_____ Title</p>	<p>_____ Date</p>

Contractor Declaration Pursuant to RCW 39.04.350(2)

Project Name: 76th Avenue SE Mid-Block Crosswalk

Bidder/Contractor: _____

I, _____, declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

1. I am the representative for the above-named bidder/contractor, and as its _____ I am authorized to make the declaration herein on its behalf.

2. Within the three-year period immediately preceding the date of the bid solicitation for the above-named project, the above-named bidder/contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Date and Place

Signature

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AGREEMENT FORMS

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**CITY OF MERCER ISLAND, WASHINGTON
PUBLIC WORKS CONTRACT
FOR
76TH AVENUE SE MID-BLOCK CROSSWALK**

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date agreement drafted], is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and [INSERT FULL LEGAL NAME OF CONTRACTOR], a [insert state where formed] [choose type of person or entity] ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at [insert address], Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated [insert date proposal received] to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

- 1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the 76th Avenue SE Mid-Block Crosswalk Project, including this Public Works Contract, the Contractor's completed Bid Form, the City's General Terms and Conditions (May 2020 ed.), any Supplemental and/or Special Conditions, Technical Specifications, Drawings and Addenda, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.
- 1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by September 1, 2022, (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.
- 1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$150 per day.
- 1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.

- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

3. REQUISITE SKILL

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

4. COMPENSATION

- 4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed [insert maximum value of contract in words] Dollars (\$[insert \$ amount in figures]), based on the Proposal submitted by Contractor dated [insert date proposal received] and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth in the Bid Form. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted to:

City of Mercer Island
ATTN: Lia Klein, Transportation Engineer

9611 SE 36th Street
Mercer Island, WA 98040

4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. INDEMNIFICATION

7.1 Indemnification and Hold Harmless.

- A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, including attorneys' fees (hereinafter "claims"), arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- B. The Contractor's obligations under this section shall include, but not be limited to,
- i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
 - ii. The duty to indemnify and defend City, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
 - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
- C. City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on

such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

- E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the City and the Contractor.

7.2 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

8. INSURANCE

8.1 The Contractor agrees to carry without interruption from commencement of the Contractors work through the term of the contract and for thirty (30) days after Physical Completion, unless otherwise indicated herein, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Work.

- A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be written on a form at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations for three years following substantial completion of the Work, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing coverage at least as broad, with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

- D. Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City Attorney's office and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney's office.

- E. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespectively of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor. Contractor shall provide certificates of insurance and amendatory endorsements, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

8.3 The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except that the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- 8.4. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- 8.5. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6. The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- 8.7. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

10. SAFETY

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals, and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and

all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

11. PREVAILING WAGES

11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9611 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

11.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

12. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

13. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

14. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

15. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

16. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

17. GENERAL PROVISIONS

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part

thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the _____ day of _____, 20_____.

CONTRACTOR:

CITY:

[INSERT FULL LEGAL NAME OF CONTRACTOR]

CITY OF MERCER ISLAND

By: _____
[insert full legal name and title of signator]

By: _____
Jessi Bon, City Manager

Address:

Attest:

Phone:
Email:

By: _____
Andrea Larson, City Clerk

Approved as to form:

By: _____
Bio Park, City Attorney

PERFORMANCE BOND
To City of Mercer Island, WA

Bond No. _____

The City of Mercer Island, Washington has awarded to _____ (Principal), a contract for the construction of the project designated as 76th Avenue SE Mid-Block Crosswalk, Project No. 22-09, in Mercer Island, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

RETAINAGE AGREEMENT

Contract Title 76th Avenue SE Mid-Block Crosswalk
Project No. 22-09

Contract Date _____

Contractor Name _____

Contractor Address _____

Contractor Phone _____

Contractor Federal ID # _____

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options:

All investments selected below are subject to City approval.

Contractor Options (Contractor shall place an "x" in one of the boxes below.)

- (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. _____

BANK NAME _____

BANK ADDRESS _____

BANK PHONE # _____

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By _____ By _____
City of Mercer Island Contractor

Date _____ Date _____

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SPECIAL PROVISIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Mercer Island Standard Details

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1: GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(*****)

76th Avenue SE Mid-Block Crosswalk

This contract provides for adding a new Rectangular Rapid Flashing Beacon (RRFB) mid-block Crosswalk on 76th Avenue SE in the City of Mercer Island as shown in the Contract Plans. Work includes all materials, equipment and labor for removing sidewalk, curb and gutter, asphalt pavement, planter strip, and the installation of HMA, cement curb and gutter, sidewalk, curb ramps, conduit and junction boxes, RRFB pole and system, pavement marking, power connection, median island with patterned colored concrete, street light and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(Special Provision)

Supplement

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

"Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" x 17")	4	Furnished automatically upon award
Contract Provisions	4	Furnished automatically upon award
Large Plans (22" x 34")	1	Furnished automatically upon award

Additional plans and Contract Provisions may be purchased by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(Special Provision)

Replacement

Delete this section and replace it with the following:

Bidders shall submit their bids in PDF format via electronic transmission to the Public Works email address at: publicworks@mercergov.org. There will be no public bid opening for this project; bid results will be posted on the City's web page at: <http://www.mercergov.org/RFP.asp>.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Replacement

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Replacement

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

A Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. Subcontractor Responsibility

A Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. Claims Against Retainage and Bonds

A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. Public Bidding Crime

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. Termination for Cause / Termination for Default

A Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. Lawsuits

A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational

data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revision

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

(Special Provision)

Supplement

The Award of contract, if made, will be made to the lowest responsive and responsible bidder. No Award will be made until necessary investigations are made by Contracting Agency as to the responsibility of the apparent low bidder. Contracting Agency shall be the sole judge as to the responsibility of the bidder to satisfactorily perform the work as specified and within the time limit set.

1-03.3 Execution of Contract

(Special Provision)

Revision

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Modification

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(Special Provision)

Revision

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Courts of King County, Washington, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(March 13, 2012 APWA GSP)

Modification

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,

7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$2,500.00 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

Minor Change	Force Account
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1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP, Option A)

Modification

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than \$5,000. In that case, payment for contract work may be adjusted as described herein.

1-04.9 Use of Buildings or Structures

1-04.9(1) Construction Staging and/or Personnel Parking

(Special Provision)

New Section

The Contractor shall be responsible for providing a Construction Staging and/or Personnel Area in a safe condition and orderly manner throughout the duration of the project. Prior to any construction activity, the Contractor shall provide written notification; informing the Engineer and all employees, contractors, and subcontractors who intend to arrive at this project with vehicles, equipment or supplies; of the location, purpose, and restrictions that apply to the Construction Staging and Personnel Parking Area.

No Construction Staging and/or Personnel Parking Area will be provided by the Contracting Agency. It is the Contractor's responsibility to locate and arrange for the use of this area. The Contractor must restrict all parking and storage activities to approved Construction Staging and Personnel Parking Area(s) for this project.

The purpose of the Construction Staging and/or Personnel Parking Area for this project is to provide all contractors, subcontractors, and personnel associated with this project a safe and orderly location to store equipment, tools, and supplies, and for parking construction or personal vehicles. There is a limited amount of available parking in and around the project area. The use of on-street parking areas in the vicinity of the project is prohibited without the expressed written approval of the Engineer and Public Works Director. Do not use private parking spaces in or around this project to park construction or personal vehicles without the expressed written approval of the owner of the property. Such approval is to be provided to the Engineer.

All costs associated with providing, maintaining, permitting, operating, and closing the Construction Staging and/or Personal Parking Area(s) for this project shall be considered incidental to and included in the unit contract prices of other Bid Items in this Contract.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

(August 7, 2017 WSDOT GSP)

Supplement

Supplement this Section with the following:

Contractor Surveying - Roadway

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as

additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	± 0.10 feet	± 0.10 feet
Subgrade grade stakes set 0.04 feet below grade	± 0.01 feet	± 0.5 feet (parallel to alignment) ± 0.1 feet (normal to alignment)
Stationing on roadway	N/A	± 0.1 feet
Alignment on roadway	N/A	± 0.04 feet
Surfacing grade stakes	± 0.01 feet	± 0.5 feet (parallel to alignment) ± 0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	± 0.01 feet	± 0.2 feet (parallel to alignment) ± 0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

1-05.4(3) Record Drawings*(Special Provision)**Supplement*

The Contractor shall be required to maintain two sets of Record Drawings and Specifications for the Contract on site during the construction. The Contractor's superintendent or authorized representative shall update the documents with record information on a daily basis.

Record information shall include, but not be limited to, the final location of all new materials incorporated into the work and all existing improvements encountered, such as water lines, underground power, telephone, fiber optic and gas lines with such dimension, depths, nature of composition, and locations shown so as to be able to identify and locate the improvements in the field from the Control Centerline Stationing or other permanent structures that are to remain. The record drawings shall be made accessible to the Engineer at all times and one set shall be submitted to the Engineer monthly, along with the Contractor's request for progress payments.

Upon completion of the record drawing review, the Engineer shall return the set of record drawings to the Contractor for the Contractor's continued use, or the Engineer may return new, unused sets of documents for the Contractor's use.

Record Drawings must be submitted to the City and approved prior to granting Substantial Completion.

If the location of the feature constructed or installed **varies** from the Plan locations or elevations, Record Drawings shall contain the following information:

- 1) All existing or abandoned utilities encountered during construction and not shown on the Contract Drawings
- 2) Sanitary Sewer and Storm Sewers
 - a) Type and size of structure, horizontal location, rim and invert elevation, material and diameter of all pipes entering or leaving the structure
 - b) Type and diameter of sewer or storm drain pipe, length of pipe between structures, slope of pipe based on actual invert elevations, horizontal location of pipe relative to the construction centerline
 - c) Type and diameter of side sewers, distance to nearest manhole, length of pipe from sewer main to right-of-way line, slope of pipe based on actual inverts, invert elevation at right-of-way
- 3) Water Distribution System
 - a) Type and size of pipe, including types of joints, deflection of pipe to the nearest degree, horizontal location of pipe relative to the construction centerline, vertical location to the nearest 0.5' for all valves, fittings and crossings of other underground utilities, length of pipe between fittings

- b) Station and offset to all valves, hydrants, blow-offs, air vacs and PRVs, types and sizes of pipe attached to the facility
 - c) Material and size of service lines, horizontal location of the service line and meter box to the nearest station, meter size, length of service line from main to meter
- 4) Public Roadway Improvements
- a) Centerline elevations to the nearest 0.1' at 50 stations and intersections curb elevations
 - b) Horizontal location of driveway centerlines to the nearest station, length and width of driveway
- 5) Illumination and Signalization
- a) Station, offset and elevation, when applicable, for permanent vehicle detection loops, junction boxes, above ground cabinets, luminaire and signal poles, conduits and wiring

Payment

Record Drawings shall be included in the lump sum contract price for "Roadway Surveying".

1-05.4(5) Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the proposal:

Roadway Surveying	Per Lump Sum
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All costs associated with roadway surveying, licensed surveying, structure surveying, utility surveying, Record Drawings and cross sectioning as required by the Standard Specifications and these Special Provisions shall be measured and paid under the bid item "Roadway Surveying" and no additional payment will be made.

Primary horizontal and vertical control data shall not be furnished by the Contracting Agency and the Contractor shall establish horizontal vertical control as part of the "Roadway Surveying" bid item provided in the Proposal. Available horizontal and vertical control data provided in the Plans is for the Contractor's convenience and shall be verified as part of the "Roadway Surveying" work.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified

in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(Special Provision)

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.12 Final Acceptance

Add the following new section

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

New Section

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Modification

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revision

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new sections:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

New Section

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-06.6 Recycled Materials

Replacement

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(Special Provision)

Supplement

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

1-07.2 State Sales Tax

Add the following new section

1-07.2(4) Services

(Special Provision)

New Section

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

Supplement

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.16(1) Private/Public Property*(Special Provision)**Supplement*

Contractor shall maintain jobsite, all streets used by it, and utilities in a neat, orderly, workmanlike, and usable condition. Contractor shall clean up on a daily basis all refuse, rubbish, scrap material, and debris caused by his operations, including sweeping of streets.

The cost of maintain and sweeping the site shall be incidental to the various bid items and no additional compensation will be made.

On the event the Contractor fails to conform to these requirements, the Contracting Agency shall have the right to have the work done by others and the cost shall be deducted from moneys due to the Contractor.

The Contractor shall maintain access to driveways adjacent to the project limits at all times.

The Contractor shall coordinate with all emergency services within the project site to allow access at all times. This may require additional coordination and temporary facilities to be utilized during the prosecution of the Work such as providing temporary steel sheeting or HMA patching. The costs for coordination and temporary facilities shall be considered part of the project and included in all Bid Items and no additional compensation will be made.

1-07.18 Public Liability and Property Damage Insurance*(January 4, 2016 APWA GSP)**Replacement*

Delete this section in its entirety, and replace it with the following:

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the

Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

New Section

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than 1 million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(January 2, 2012 WSDOT GSP)

Supplement

Work one Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference*(October 10, 2008 APWA GSP)**New Section*

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and the Contractor's Traffic Control Plan;
6. To discuss such other related items as may be pertinent to the work;

The Contractor shall prepare and submit at the preconstruction meeting the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work*(December 8, 2014 APWA GSP)**New Section*

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ***3*** days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(Special Provision)

Replacement

Revise this section to read:

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion*(Special Provision)**Supplement*

This project shall be physically completed within *** 40 *** working days.

*(Special Provision)**Modification*

Revise the third and fourth paragraphs to read:

Contract time shall begin within 10 calendar days of the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged 1-08as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the

Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

- g. Property owner releases per Section 1-07.24

1-08.6 Suspension of Work

(Special Provision)

Supplement

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:

*** Luminaire Pole and Equipment ***

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 60 calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.7 Maintenance during Suspension

(Special Provision)

Supplement

It is the responsibility of the Contractor to maintain a safe and accessible site during any suspension of work. Should the Contractor begin excavation and a suspension be commenced, the Contractor shall install and maintain all erosion and sediment control measures for the duration of the suspension. The Contractor shall also install and maintain accessible pedestrian paths using cold mix asphalt for the duration of the suspension. This shall include daily inspections of erosion and sediment control measures during and within 24 hours of rain events and every 48 hours during non-rain events. The accessible path shall be inspected and repaired (if needed) weekly by the Contractor.

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(Special Provision)

Replacement

Delete the last paragraph of this section and replace it with the following:

It is the responsibility of the Contractor to see that tickets are given to the Inspector on the project for each truckload of material delivered. The City will not have a receiver at the point of delivery. Pay quantities will be prepared on the basis of said tally tickets, delivered to the Inspector by the Contractor on or within one (1) business day of the delivery of materials. Tickets not provided to the Inspector will not be honored for payment.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.7 Mobilization

(Special Provision)

Modification

Section 1-09.7 is supplemented with the following:

Obtaining a site for the Contractor's mobilization, field office(s), storage of materials, and other general operations shall be the responsibility of the Contractor. All costs associated with securing sites shall be included in the lump sum bid price for Mobilization and no other compensation will be made for this item. The Contractor will provide City with copy(s) of agreement(s).

Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when included in the proposal:

Mobilization	Per Lump Sum
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The lump sum bid price for "Mobilization" shall include, but not limited to, the following items: the movement of the Contractor's personnel, equipment, supplies and incidentals to the project site; the establishment of the Contractor's office, and other facilities necessary for work on the project; providing sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to complete the project not furnished by the Owner; maintain and producing Record Drawings as required herein; removal of Contractor stored or placed items for mobilization purposes; site cleanup of all Contractor occupied areas or Contractor storage/stockpile areas; and other work and operations which must be performed or costs that must be incurred.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Replacement

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13 Claim Resolution**1-09.13(3) Claims \$250,000 or Less***(October 1, 2005 APWA GSP)**Replacement*

This section to be deleted and replaced with:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration*(November 30, 2018 APWA GSP)**Modification*

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL**1-10.2 Traffic Control Management***(January 3, 2017 WSDOT GSP)**Supplement*

Section 1-10.2(1) is supplemented with the following:

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans*(Special Provision)**Supplement*

Traffic Control Plans and Phasing and Sequencing Plans, including any revisions and updates, are the sole responsibility of the Contractor.

The Traffic Control Plans (TCP) shall be submitted at a scale of 1" = 20' and shall also show hauling routes, which must be approved in advance by the Engineer.

Per 1-08.0(1), the Contractor shall bring a preliminary TCP to the preconstruction meeting which shall include a proposed construction schedule, construction phasing, pedestrian route plan, and associated temporary traffic control implementation.

The TCP shall also include necessary phasing and sequencing diagrams to clarify the proposed order of work and work zones. The following minimum Traffic Control requirements shall be maintained during the construction of the project:

- Driveway closure shall NOT be allowed.
- Unless a pay item has specifically been included in the contract, dust, mud control and street cleaning is considered **incidental** to the project.
- The Contractor shall provide for cleaning all surfaced roadways as a result of the execution of this project. Flushing shall not be allowed.

No lane closures will be allowed on a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

The Contractor shall submit a Traffic Control Plan or Plans showing a method of handling traffic. All construction signs, flaggers, spotters and other traffic control devices shall be shown on the Traffic Control Plan(s) except for emergency situations. Generic TCP Plans will not be acceptable. The Contractor's proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. A separate plan shall be prepared for each major construction phase. The Contractor-provided Plans shall be prepared by the Contractor's Traffic Control Supervisor or a licensed engineer in the State of Washington and shall conform to the requirements contained in the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), the latest version of the Work Zone Traffic Control Guidelines published by the Washington State Department of Transportation.

Traffic Control Plans shall specify how accessible pedestrian and bicycle routes shall be maintained through the project site.

The Contractor shall maintain a pedestrian path for safe crossing at all times for at least one side of the roadway and one side of each intersection. Pedestrian access shall be ADA compliant and shall be maintained at all times. Pedestrian access shall be continuous along the project frontage and provide access to adjacent businesses and buildings and shall be fully accessible after work hours and on weekends.

Gravel backfill will not be accepted as an ADA compliant surface. The Contractor shall use HMA, boards or other ADA compliant materials to construct and maintain temporary

pedestrian facilities. If the Contractor is using a portion of the roadway for temporary pedestrian access during non-working hours or days, the pedestrian route shall be separated from the travel way by a physical barrier.

Payment for developing an approved Traffic Control Plan, including pedestrian access route plan, shall be considered incidental to the lump sum price in the Proposal for "Other Temporary Traffic Control" and no additional compensation will be made.

If operations of the Contractor are shown to significantly impede traffic flow during peak hours, the Engineer may restrict the Contractor's time for operating within the street.

The Contractor shall also be aware of any additional restrictions within the Contract Documents, in particular Special Provisions section 1-07.16(1) and 1-08.0(1).

1-10.5 Payment

1-10.5 (2) Item Bids with Lump Sum for Incidentals

(Special Provision)

Supplement

Section 1-10.5(2) is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following Bid Items that are included in the Proposal:

Traffic Control Supervisor	Per Lump Sum
Flaggers	Per Hour
Other Temporary Traffic Control	Per Lump Sum

The lump sum bid price for "Traffic Control Supervisor" shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions.

The unit bid price for "Flaggers" shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions.

The lump sum bid price for "Other Temporary Traffic Control" shall be full compensation for all labor, materials, tools, and equipment necessary, including but not limited to cones, barrels, cold mix HMA, steel plates, wood sheets, fencing for pedestrian access routes, supply and use of Portable Changeable Message Signs, and laborers acting as temporary flaggers, to satisfactorily provide a safe work zone as defined in the Standard Specifications and the Special Provisions.

END OF DIVISION 1

DIVISION 2: EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.2 Disposal of Usable Material and Debris

(Special Provision)

Supplement

No waste site has been provided for the disposal of excess or excavated materials. The Contractor shall make his or her own arrangements for obtaining waste sites in accordance with Section 2-01.2(2) and 2-03.3(7)C of the Standard Specifications.

2-01.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with section 1-04.1, for the following Bid Items that are included in the Proposal:

Clearing and Grubbing	Per Lump Sum
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The unit bid price for the above including all incidental work shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specification and these Special Provisions.

All tree, stump, and root removals necessary to install the proposed improvements shall be included in the lump sum bid price for "Clearing and Grubbing".

The Contractor shall be responsible for all clearing and grubbing, including tree removals as shown on the plan, and all other necessary to complete the work and no additional payment shall be made for this work under any other bid item.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(Special Provision)

Supplement

Section 2-02.1 is supplemented with the following:

The work shall include the removal of all curb, gutter, sidewalk, concrete, removal of asphalt paving identified for full depth replacement, trees, mulch, and other items as required to complete the work, as well as those indicated on the construction plans.

2-02.3 Construction Requirements

(Special Provision)

Supplement

All material removed for the construction of the project shall be hauled off-site to a legal disposal site by the Contractor. The Contractor shall determine the requirements of his

selected disposal site related to accepting the material to be deposited on the site. Testing of the material by the disposal site or refusal of the site to accept the material shall not be the basis for additional payment or for an extension of the contract time. The cost of all such requirements shall be included in the various Bid prices in the Proposal.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

(Special Provision)

Supplement

Supplement this Section with the following:

All sidewalk and curb removal limits shall be marked out by paint and approved by the Engineer at least 24 hours prior to removal.

Where shown on the Plans, required, and as directed by the Engineer, the Contractor shall remove existing asphalt pavement, cement concrete curb, gutter, and sidewalk. Removal shall be conducted in such a manner to prevent damage to adjacent pavement, sidewalk, or curb and gutter that is to remain.

The Contractor shall replace all pavement, sidewalk, curb, and gutter not designated to be removed that is damaged due to the Contractor's operation to the satisfaction of the Engineer at no additional cost to the City. After removal of asphalt and cement concrete pavement and before surface restoration, all existing pavement, sidewalks, or driveways that were damaged or displaced shall be trimmed to neat edges by sawing pavement to a depth of 3 inches or to the depth of existing pavement, whichever is greater. The limits of trimming shall be reviewed and approved by the Engineer. Feathering will not be allowed. Such damage shall be repaired as part of the work at no cost to the City.

The Contractor shall dispose of all removed pavement, curb, gutter, and sidewalk off the project site in accordance with Section 2-01.2 as amended in the Special Provisions. Existing pavement materials shall be hauled and disposed of or recycled in accordance with the contractor's Construction Recycling Plan. All concrete and asphalt material removed shall be separated and removed from site in material specific loads for recycling.

The Contractor shall not remove pavements, curb or concrete sidewalks unless the weather outlook will allow for replacement of removed materials before inclement weather is expected. If inclement weather is encountered before materials can be replaced the Contractor shall cover the exposed subgrade.

2-02.3(4) Sawcutting

(Special Provision)

New Section

All pavement removed, regardless of type, shall be sawcut with a neat, full depth, vertical edge/line except where the Plans call for asphalt to be recycled in place in which case the pavement edge shall be created by asphalt milling equipment.

Prior to the placement of Hot Mix Asphalt in locations illustrated in the Plans, the Contractor shall sawcut a neat, full depth (up to 12" in depth), vertical edge/line within the existing pavement where the proposed pavement adjoins. The sawcut shall also be set at a continuous offset from the face of curb as illustrated on the Plans.

All full-depth saw cuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed. The location of all pavement cuts shall be where shown on the Plans or as approved by the Engineer in the field before cutting commences.

All saw cutting performed in the Contract shall provide for and include removal and disposal of slurry created from water cooling/lubrication, in accordance with the Washington State Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter drainage systems, ditches, or streams.

The thickness of the asphalt pavement may vary up to 12 inches. Saw cutting of existing asphalt or cement concrete pavement shall occur prior to the removal of the existing paved surface to assure even edges. If pavement depths over 12 inches are encountered, the Contractor shall notify the Engineer to determine how to proceed.

Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or greater). All wastewater shall be collected using vacuuming and/or pumped into containers for disposal.

Impervious surfaces contaminated from cutting operations shall be cleaned by sweepers to prevent contaminants from entering storm systems.

All costs associated with sawcutting as well as collecting and disposal of wasted water shall be considered incidental to and included in the unit contract prices for the associated removal bid items which require sawcutting.

2-02.4 Measurement

(Special Provision)

Supplement

“Removing Asphalt Conc. Pavement” shall be measured per square yard on the surface of pavement removed and shall include removal of roadway pavement at the locations identified on the plans.

“Removing Cement Conc. Curb and Gutter” shall be measured per linear foot at the locations identified on the plans.

“Removing Cement Conc. Sidewalk” shall be measured per square yard on the surface sidewalk removed.

Additional Crushed Surfacing top Course, as deemed necessary by the Engineer, shall be paid for under the “Crushed Surfacing Top Course” bid item identified in Section 4-04.

2-02.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Removing Asphalt Conc. Pavement	Per Square Yard
--	------------------------

Removing Cement Conc. Curb and Gutter	Per Linear Foot
Removing Cement Conc. Sidewalk	Per Square Yard

The Square Yard Contract price for “Removing Asphalt Conc. Pavement” shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions. This work includes, but not limited to, excavation, removal, breaking, and disposal of existing asphalt pavement regardless of thickness. Haul and disposal/salvage of materials to which this bid item applies shall be considered incidental.

Payment shall be based on pavement depth as follows:

- 12” or Less – Unit Contract Price
- Greater than 12”-24” – 1.5 times Unit Contract Price
- Greater than 24” – Renegotiated Unit Contract Price

The Linear Foot Contract price for “Removing Cement Conc. Curb and Gutter” shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions. This work includes, but not limited to, excavation, removal, breaking, and disposal of existing cement concrete curb and gutter. Haul and disposal/salvage of materials to which this bid item applies shall be considered incidental.

The Square Yard Contract price for “Removing Cement Conc. Sidewalk” shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions. This work includes, but not limited to, excavation, removal, breaking, and disposal of existing cement concrete driveways and sidewalks regardless of thickness. Haul and disposal/salvage of materials to which this bid item applies shall be considered incidental.

Sawcutting shall be considered incidental and the price shall be included in the various Bid Items of the Contract.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(Special Provision)

Supplement

The work described in this Section, regardless of the nature or type of the materials encountered, includes excavating subgrade below the existing roadway, existing sidewalk, and existing curb and gutter to establish subgrade required by the proposed improvements and daylighting to existing ground per the details in the Plans.

Should the Contractor remove the existing surface treatment and encounter suitable base material that has been inspected and accepted by the Engineer, the Contractor shall stop excavation and grade existing ground for proposed improvements.

Any excavation beyond that necessary for construction, unless otherwise ordered by the Engineer in writing, shall not be paid for. Unauthorized over-excavated areas shall be filled with crushed surfacing to be furnished, placed, and compacted at the Contractor's expense.

2-03.4 Measurement

(Special Provision)

Supplement

"Roadway Excavation Incl. Haul" will be measured by the cubic yard in the haul vehicle, and will be based on truck tickets collected by the Inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

2-03.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Roadway Excavation Incl. Haul	Per Cubic Yard
--------------------------------------	-----------------------

The unit bid price for "Roadway Excavation Incl. Haul" shall be full compensation for the cost of all labor, tools, equipment, and materials necessary or incidental for excavating, hauling, and disposing of all materials excavated at an off-site location provided and paid for by the Contractor.

2-04 HAUL

2-04.1 Description

(Special Provision)

Supplement

In reference to the term "haul" as used in Section 2-04 and Section 2-09.3(1)D of the Standard Specifications, all costs and expenses involved in haul will be considered incidental to the unit contract prices of the Bid Items and no additional compensation will be made.

2-04.2 Hauling on Routes Other Than State Highways

(Special Provision)

New Section

If the sources of materials provided by the Contractor necessitate hauling over roads other than City streets or state highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use and cleaning, if necessary, of the haul routes.

2-04.5 Payment

(Special Provision)

Supplement

All costs associated with hauling materials of any description to, from, and within the project site shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

END OF DIVISION 2

DIVISION 3: AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

(Special Provision)

Supplement

No source has been provided for any materials necessary for the construction of this improvement.

If the source of materials provided by the Contractor necessitates hauling over roads other than City streets, the Contractor shall at his or her own expense, make all arrangements for the use of haul routes.

3-01.6 Payment

(Special Provision)

Supplement

All costs of any work required under Division 3 shall be included in the unit contract prices for the various items in the Proposal.

END OF DIVISION 3

DIVISION 4: BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

(Special Provision)

Supplement

Crushed Surfacing Top Course shall be placed where shown on the Plans, as a base for pavement, sidewalks, curb and gutter, as backfill for unsuitable foundation excavation, or for any other purposed deemed necessary by the Engineer.

4-04.4 Measurement

(Special Provision)

Supplement

“Crushed Surfacing Top Course” will be measured by the ton based on certified truck tickets collected by the Inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

4-04.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Crushed Surfacing Top Course	Per Ton
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The unit contract bid price for “Crushed Surfacing Top Course”, including all incidental work, shall be full compensation for all labor, material, tools, and equipment, including but not limited to, procuring, hauling, placing, grading, and compacting as necessary to satisfactorily complete the work as defined in the Plans, Standard Specifications, and these Special Provisions.

END OF DIVISION 4

DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.3 Construction Requirements

5-04.3(2) Paving Under Traffic

(Special Provision)

Replacement

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(14) Planing Bituminous Pavement

5-04.3(14)B Paving and Planing Under Traffic

(Special Provision)

New

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions

thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.

- d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(18) Uses for HMA

(Special Provision)

New

Uses for "HMA Class ½" PG58H-22" shall consist of multiple lifts of new pavement sections adjacent to concrete curb and gutter and where identified on the plans as well as restoration and adjustment to paved areas such as the back of sidewalks, sidewalk ramps, and other such uses as directed by the Project Engineer

5-04.4 Measurement

(Special Provision)

Supplement

The basis of measurement for "HMA Class ½" PG58H-22" will be by the ton based on certified truck tickets collected by the inspector at the end of each working day, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA.

Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

All costs for tack coat shall be considered incidental to and included in other unit Contract prices.

Preparation of Untreated Roadway will be considered incidental and included in the various Bid Items and no additional payment will be made.

5-04.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

HMA Cl. ½" PG58H-22	Per Ton
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The unit bid price for "HMA Cl. ___ PG ___" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

All costs associated with Preparation of Existing Surfaces, Tack Coat, and Longitudinal Joint Seals shall be considered included in the cost of the Hot Mix Asphalt furnished and installed.

END OF DIVISION 5

DIVISION 8: MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(Special Provision)

Supplement

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Bid Documents, Standard Specifications, Permit Conditions, and as directed by the City. Should there be a suspension of work at any time during the contract, the contractor shall be responsible for maintaining all erosion control measures for the duration of the suspension. Such measures shall include, but are not necessarily limited to:

- Erosion and water pollution control for stockpiled materials
- Straw bale check dams
- Straw mulch, netting and tackifier
- Baker tanks
- Temporary construction entrance / exit
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic Covering
- Temporary HMA Curb
- Disposal of sediments and materials
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
- Street sweeping and Cleaning
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements
- Utilize the Department of Ecology's (DOE) Best Management Practices

Site Specific BMPs and TESC Plan

The Contractor shall submit their own Temporary Erosion / Water Pollution Control Plan to the City for review and approval prior to the commencement of any activities. The Temporary

Erosion/Water Pollution Control Plan shall be in compliance with the King County Surface Water Design Manual, 2016 edition.

All costs associated with preparing the TESC Plan shall be included in the lump sum "Erosion / Water Pollution Control".

8-01.3 Construction Requirements

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

(January 5, 2015 WSDOT GSP)

Revision

The second and third paragraphs in Section 8-01.3(1)B are revised to read:

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC Plan to assure continued performance of their intended function. Damaged or inadequate TESC BMP's shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to Ecology in accordance with the CSWGP.
4. Develop and maintain the Site Log Book as defined in the CSWGP. As a part of the Site Log Book, the Contractor shall develop and maintain a BMP tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP's, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Erosion and Sediment Control Inspection Form (WSDOT Form 220-030) shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(2) Seeding, Fertilizing, and Mulching

8-01.3(2)A Preparation for Final Application

(Special Provision)

Supplement

Seed Bed Preparation

All areas to be seeded shall be free of all visible clods rocks and debris measuring one inch or larger in any dimension. Any exposed tree roots in cut slopes shall be cut neatly and protected, as detailed on the Plans. All costs involved in the seed bed preparation shall be included in the unit bid price for "Seeded Lawn Installation", per square yard.

8-01.3(2)B Seeding and Fertilizing

(Special Provision)

Supplement

Seeding

Where feasible, the hydroseeding method of application shall be used. A slurry consisting of seed, fertilizer, mulch and water shall be uniformly applied over all unpaved disturbed areas, except planter areas per Plans, within easements and right-of-way unless directed otherwise. Seed shall be applied at a rate per Section 9-14.2 Seed, of these Special Provisions.

All costs involved in hydroseeding, including, but not limited to, mulch, liming, fertilizer and seed shall be included in the unit bid price for "Seeded Lawn Installation", per square yard.

Hand Seeding

Seed shall be applied at the rate of 6 pounds per 1,000 square feet. The seed shall be applied by an approved hand held spreader. The seed shall be evenly distributed over the disturbed area. Apply seed after the fertilizer has been accomplished and rake the seed into the surface of the soil to a depth of ¼-inch.

Fertilizing

Fertilizer shall be applied at the rates specified, per Section 9-14.3(1) Fertilizer, of these Special Provisions. Fertilizer shall be incorporated into the seed, mulch and water slurry and shall be applied as specified under Seeding.

Liming

Agricultural lime shall be applied to all hydroseeded areas at the rate of 100 pounds per 1000 square feet.

Hand Fertilizing

Fertilizer shall be applied at the rate of 10 pounds per 1000 square feet. The fertilizer shall be applied by an approved hand or mechanical method. It shall be raked into the surface soil to a depth of one inch.

8-01.3(8) Street Cleaning

(Special Provision)

Supplement

The roadway shall be swept daily and as needed. Flushing will not be permitted. Roadway sweeping and cleaning shall be considered incidental to the various bid items.

8-01.3(9)D Inlet Protection

(Special Provision)

Supplement

Catch Basin Inserts shall meet the requirements of the applicable detail per WSDOT Std Pln I-40.20-00. The simple placement of a permeable geotextile material under a catch basin grate is not acceptable.

Catch Basin Inserts shall be installed on all existing and new catch basins that are constructed as part of this contract or receive runoff from the project site. Catch basin inserts shall be installed, maintained, inspected and removed per the Standard Specifications and as recommended by the manufacturer.

8-01.3(15) Maintenance

(January 5, 2015 WSDOT GSP)

Modification

The fifth paragraph of Section 8-01.3(15) is deleted.

8-01.3(17) Suspension of Work

(Special Provision)

New Section

If at any time during the life of this Contract it becomes necessary to suspend work due to weather conditions or other constraints, it shall be the Contractor's obligation to meet the following requirements:

- The Contractor shall remain obligated to meet the Temporary Erosion / Water Pollution Control requirements of the Bid Documents during any suspension of work
- The Contractor shall remain obligated to meet the Temporary Traffic Control (both vehicular and pedestrian) requirements of the Bid Documents during any suspension of work
- The Contractor shall maintain vigilance and maintain a safe project area free of hazards to public safety and shall remedy all hazardous situations immediately.

8-01.4 Measurement

(Special Provision)

Supplement

When the Bid Proposal contains the lump sum item "Erosion / Water Pollution Control" there will be no measurement of unit or force account items for Work defined in Section 8-01 except when a specific item is included in the proposal.

8-01.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1 for each of the following Bid items that are included in the Proposal:

Erosion / Water Pollution Control	Per Lump Sum
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The unit bid price for "Erosion / Water Pollution Control" shall be full payment to perform the Work as specified in Section 8-01. Progress payments for the lump sum item "Erosion / Water Pollution Control" will be made as follows:

1. The Contracting Agency will pay 25 percent of the bid amount for the initial set up for the item. Initial set up includes the following:

- a. Acceptance of the TESC Plan provided by the Contracting Agency or submittal of a new TESC Plan,
 - b. Submittal of a schedule for the installation of the BMP's,
 - c. Initial installation of BMP's associated with sensitive areas delineation, clearing/grubbing and perimeter control.
2. The remaining seventy-five percent of the bid amount shall be paid in accordance with Section 1-09.9.

Roadway sweeping and cleaning shall be considered incidental to the various bid items and no additional payment will be made.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.1 Description

(Special Provision)

Supplement

"Cement Conc. Curb and Gutter Type A-1" shall be constructed per City of Mercer Island Standard Detail ST-14, in Appendix B.

Depressed curb and gutter at curb ramp openings shall be included in this section and paid as "Cement Conc. Curb and Gutter Type A-1".

8-04.2 Materials

(Special Provision)

Supplement

Commercial concrete for curb and gutter will not be allowed.

8-04.3 Construction Requirements

(Special Provision)

Supplement

All curbs and gutters shall be constructed per Section 8-04 of the Standard Specifications.

Cement Concrete Extruded Curb Type 6 shall be installed per the details on the Plans and in Appendix C.

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

(Special Provision)

Supplement

Cement Conc. Curb and Gutter SHALL NOT be constructed with slip-form equipment.

8-04.3(6) Adjustment of Curbs and Gutters

(Special Provision)

New Section

The Contractor shall allow for inspection of curb forms or string lines at least 24 hours ahead of concrete delivery. Upon the direction of the Engineer, string lines or curb forms shall be adjusted a minor amount not to exceed 6" at the discretion of the engineer.

The Contractor's progress schedule shall include the 24 hour inspection time and adjustments to the lines and grades shall constitute no basis for claims of delay.

8-04.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1 for each of the following Bid Items that are included in the Proposal:

Cement Conc. Curb and Gutter Type A-1	Per Linear Foot
Cement Conc. Pedestrian Curb	Per Linear Foot
Cement Conc. Extruded Curb Type 6	Per Linear Foot

The unit bid price above, including all incidental work, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Plans, the Standard Specifications, and these Special Provisions.

8-09 RAISED PAVEMENT MARKERS

8-09.1 Description

(Special Provision)

Supplement

This work shall consist of furnishing and installing raised pavement markers at locations designated in the Plans and per the Details in the Plans or as directed by the Engineer. Prior to installing lane markers the Contractor shall pre-mark the layout of all channelization and receive approval from the Traffic Engineer. See Section 8-09.3(5) Raised Pavement Marker Removal below.

8-09.3 Construction Requirements

8-09.3(5) Raised Pavement Marker Removal

(Special Provision)

New Section

The markers shall be removed where indicated on the plans or as directed by the engineer. The Contractor shall repair any divots or indentations in the pavement resulting from the removals with an asphalt/sand slurry mixture approved by the Engineer. All costs associated with removing raised pavement markers and repairs needed due to their removal shall be considered incidental to the various bid items provided.

8-09.4 Measurement

(Special Provision)

Modification/Supplement

Raised Pavement Markers, Type 1, per each.

Raised Pavement Markers, Type 2, per each.

8-09.5 Payment

(Special Provision)

Modification/Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Raised Pavement Marker Type 1	Per Each
Raised Pavement Marker Type 2	Per Each

The unit bid prices above, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in the Plans, the Standard Specifications, and these Special Provisions.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 Description

(Special Provision)

Supplement

This work shall consist of construction and installation cement concrete sidewalks and cement concrete for medians with a decorative stamped cement concrete finish and curb ramps including detectable warning surface.

Decorative stamped cement concrete finish shall consist of stamped concrete with a decorative finish with a color hardener, antique release agent and clear sealer (with additive) as specified in these Special Provisions.

8-14.2 Materials

(Special Provision)

Supplement

Commercial concrete for sidewalk will not be allowed.

8-14.3 Construction Requirements

(Special Provision)

Supplement

Decorative Stamped Cement Concrete Finish

Stamped Concrete Finish shall be installed on cement concrete island behind curbs with an imprinted finish with colored concrete mix poured from mixer truck. The concrete mix shall be color "Brick Red" with Cadman's product code of 79044, or approved equal.

Stamped Concrete shall be finished with an imprint concrete stamp, polymer mat. Imprinted concrete pattern shall made from interlocking stamp patterns. The surface texture is that of new, unused brick, 3-5/8" wide by 7-5/8" long, edges are straight and corners are square, laid in a perpendicular pattern. Imprinted inside joints have appearance of raked, rough, sandy grout joint, 3/8" wide. Pattern shall be laid in a 90 degree angle to the corner radius.

8-14.3(7) Curb Ramps

(Special Provision)

New Section

Curb ramps on this project may need to be modified from the standard details to fit the project conditions while meeting current ADA requirements.

Compliance with ADA standards is taken very seriously and minor modifications to the dimensions shown on the Plans may be required to meet current standards. **Ramps poured which do not meet the design details and WSDOT standards shall be removed and replaced at the Contractor’s expense.**

Per the Standard Specifications, detectable warning surfaces shall be furnished and installed on each curb ramp.

8-14.4 Measurement

(Special Provision)

Supplement

“Cement Conc. Sidewalk” shall not be measured for payment within curb ramp limits.

Included in the measurement and payment for “Cement Conc. Sidewalk” shall be cement concrete for sidewalks and for medians.

“Decorative Stamped Cement Concrete Finish” will be measured by the square yard of finished surface and shall be constructed per the detail on the Plans.

Curb ramps shall be measured separately from sidewalks. Cement Conc. Curb Ramp will be measured per square yard of the complete curb ramp installed regardless of type.

“Detectable Warning Surface” shall be measured by the square foot of installed detectable warning surface and shall be installed at the locations in the Plans and in accordance with WSDOT Standard Specifications and Standard Plans.

8-14.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Cement Conc. Sidewalk	Per Square Yard
Decorative Stamped Cement Concrete Finish	Per Square Yard
Cement Conc. Curb Ramp	Per Square Yard
Detectable Warning Surface	Per Square Foot

The unit bid prices above, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in the Plans, the Standard Specifications, and these Special Provisions.

Payment for “Decorative Stamped Cement Concrete Finish” shall be in addition to the unit contract price for “Cement Conc. Sidewalk” for cement concrete placed in the medians.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

8-20.1 Description

(Special Provision)

Replacement

The work associated with the installation of illumination system consists of furnishing and installation of pole, foundation, luminaire, junction boxes, conduit, conductors, modification of existing illumination system, Rectangular Rapid Flashing Beacons (RRFB) system, traffic signing, inspections, testing coordination with local agencies, and other incidental work and materials as may be required to complete construction of system listed below and comply with the Plans and these Specifications.

The work shall consist of, but not necessarily be limited to:

- Modification of Existing Illumination System at 76th Ave SE;
- Installation of RRFB system at 76th Ave SE.

Unless otherwise noted, the locations of foundations, pole, junction boxes and appurtenances shown in the Plans are approximate; the locations will be verified by the Engineer in the field.

8-20.1(1) Regulations and Codes

(Special Provision)

Supplement

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of all other facilities. The Contractor will be required to comply with all the provisions and shall save and hold the Contracting Agency harmless from any damage that may be incurred as a result of the Contractor’s failure to comply with all the terms of these permits.

All materials and methods required under this section, unless otherwise superseded herein, shall conform to the 2020 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and Amendments (herein referred to as Standard Specifications), to all current amendments to the Standard Specifications, to the latest edition of the State of Washington Standard Plans for Road, Bridge, and Municipal Construction (herein referred to as the Standard Plans), and to the latest edition of the National Electric Code (NEC).

8-20.1(3) Permitting and Inspection

(Special Provision)

Supplement

The Contractor shall be responsible for coordinating, obtaining, and paying for all electrical inspection and testing necessary to complete this work in a timely fashion.

The Electrical Inspector shall inspect and approve the electrical portions of the project. The Contractor shall notify the Electrical Inspector at least 24 hours in advance of required field inspection. All costs associated with electrical inspection shall be included in the applicable bid items for the work involved. Before work begins, the Contractor shall contact City of

Mercer Island Electrical Inspectors to coordinate a schedule of electrical inspection (call the request line at 206-275-7605). This project shall be accomplished in compliance with WAC 296-46B-010 Traffic Management Systems. This project shall conform to the current adopted version of the NEC.

Coordination with Associated Representatives

The Contractor shall contact following representatives for coordination of work with the below listed agencies:

City Maintenance Representative: Brian Hartvigson (206) 275-7809

8-20.1(4) Restrictions on the Schedule of Work

(Special Provision)

New Section

1. Work in Roadway.

The roadway shall be kept open to traffic at all times, except when specific tasks required by this Contract require construction in the roadway. All work within the traveled way of any roadway shall be limited to the hours as specified in Section 1-08.0(2) of these Special Provisions. Work shall be accomplished such that at least 1 lane of traffic is open in each direction on every leg during working hours. Exceptions to this will require a 3-day advance approval from the Engineer and approval of a special traffic control plan to be developed by the Contractor.

8-20.1(5) Errors and Omissions

(Special Provisions)

New Section

The Contractor shall immediately notify the Engineer upon discovery of any errors or omissions in the Contract Documents, in the layout as given by survey points and instructions, or of any discrepancy between the Contract Documents and the physical conditions of the locality. If deemed necessary, the Engineer shall rectify the matter and advise the Contractor accordingly. Any work done after such discovery without authorization by the Engineer will be done at the Contractor's risk.

8-20.2 Materials

(Special Provisions)

Supplement

The Engineer reserves the right to inspect the manufacturing process of all materials. Final inspection and acceptance of the installed materials will not be given until final installation and testing has been completed on the systems. Approval to install materials and equipment must be obtained from the Engineer at the job site before installation.

All materials shall be handled in loading, unloading and erecting in such a manner that they will not be damaged. Any parts that are damaged due to the Contractor's operations shall be repaired or replaced at the Contractor's expense. All repairs shall be to the approval of the Engineer.

The Contractor shall provide all manufacturer warranty documents to the City.

When submitting material lists for approval, the Contractor shall identify all revisions or changes to manufacturer names, component names, and model numbers listed in these Special Provisions. The Contractor shall also include a brief justification for the revision or change.

8-20.2(2) Equipment List and Drawings

(Special Provisions)

Supplement

Manufacturer's technical information shall be submitted for pole, luminaire, conduit, junction box, wiring, and all other items to be used on the Project.

The Engineer shall have 14 calendar days to review information for each submittal that is made.

Manufacturer's data for all materials proposed for use in the Contract which require approval, shall be submitted in one complete package.

For each proposed material that is required to be submitted for approval using either the QPL or RAM process, the Contractor will be allowed to submit for approval three materials per material type at no cost. Additional materials may be submitted for approval and will be processed at a cost of \$100.00 per material submitted by QPL submittal and \$300.00 per material submitted by RAM. All costs for the processing additional materials will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

Any deficiencies will require additional time for approval based on the degree of the deficiency and the additional review time required. If the shop drawings are returned to the Contractor to correct deficiencies, an additional 10 calendar days may be required for the approval process.

All approvals by the Engineer must be received by the Contractor before material will be allowed on the job site.

Approval of shop drawings does not constitute final acceptance or guarantee of the material, but is solely to assist the Contractor in providing the specified materials.

- If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until a new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner.

8-20.3 Construction Requirements

8-20.3(1) General

(Special Provisions)

Supplement

The Contractor shall follow specific requirements for electrical related work to be performed in the right-of-way as outlined in each applicable section of these Specifications.

All adjacent surfaces damaged by the Contractor's operations shall be repaired at the Contractor's expense.

All equipment shall be handled and protected so as to prevent damage. Damaged equipment, if any, shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

It shall be the Contractor's responsibility to locate all utilities whether above, on, or below the ground, and to protect against any and all damages arising from work under this project.

At least 48 hours before digging, the Contractor shall call the Utilities Underground Locator Center (telephone 1-800-424-5555). Contractor must maintain locates during the duration of the project once they have been identified.

The Contractor is advised that safe wiring labels required by the State of Washington Department of Labor and Industries shall apply on this project.

8-20.3(2) Excavating and Backfilling

(Special Provisions)

Supplement

Backfill for all trenches may consist of select native backfill from the excavation providing that such material is free of organic material, clay, or other deleterious material. If sufficient material from the excavation is not available, as determined by the Engineer, the Contractor shall furnish and install bank run gravel for trench backfill meeting the requirements of Section 9-03.19 of the Standard Specifications.

The Contractor warrants and represents awareness of the statutory provisions contained in RCW 19.122.010 through .900 that the Contractor has read and fully understands the same and will comply with the requirements of these provisions which are incorporated by reference herein. The Contractor agrees that all trenching as well as excavating for all pole foundations shall be an "excavation" as defined under RCW Chapter 19.122 and that such utilities constitute underground facilities. The parties agree that remedies affected under RCW Chapter 19.122 are also incorporated by reference herein. Any cost to the Contractor as a result of this law shall be at the Contractor's expense.

8-20.3(2)A Trench and Backfill

(Special Provisions)

New Section

The Contractor shall provide trenching as specified herein, regardless of the material encountered, as necessary for complete and proper installation of electrical conduit. Trenching shall conform to the following:

A. Uniform Construction

Trenching for conduit runs shall be done in a neat manner, and the trench bottom shall be graded to provide a uniform grade, with a width and depth as specified herein. All trenches for placement of conduit shall be straight and as narrow in width as practical to provide a minimum of pavement disturbance.

B. Trench Inspection

No work shall be covered until it has been examined by the Engineer. Earth which fills around and over the conduit shall be free of rocks greater than 2 inches up to a depth of 6 inches. When trenching is being accomplished within the sidewalk area, the backfill can be made with acceptable materials from the excavation and shall be considered a necessary part of, and incidental to, the excavation in accordance with the Standard Specifications. Hauling and disposal of un-used excavation material shall be incidental to the cost of trenching or excavating. The compaction requirements for the roadway backfill shall apply.

C. Saw Cut for Trench

Trenches in all paved areas shall be saw cut. The saw cuts shall be a minimum of 2-inches deep and shall be parallel. Thoroughly clean saw cuts where necessary by

the use of high pressure water (1,400 psi or greater). All wastewater shall be collected and disposed of in accordance with Section 1-07.15 of these Special Provisions. Impervious surfaces contaminated from cutting operations shall be cleaned in accordance with Section 1-07.15 of these Special Provisions.

D. Pavement Removal

Pavement shall be removed in a manner approved by the Engineer. The Contractor shall take care in removing existing paving not to damage the pavement outside of the saw cut lines.

E. Trench Depth

Trench depth shall be in accordance with Section 8-20.3(5)D of the Standard Specifications, unless agreed to otherwise by the Engineer.

F. Trench Width

Trench width shall be in accordance with Section 8-20.3(5)E1 of the Standard Specifications, unless agreed to otherwise by the Engineer.

G. Trenching in Landscaped Areas

Trenches shall be placed to have minimum impact on existing landscaping and irrigation systems. Any damage due to the Contractor's operation shall be repaired or replaced by the Contractor at his own expense and to the satisfaction of the Engineer.

H. Trenching Through Concrete Sidewalk Areas

Trenching in these areas shall require removal and replacement of the concrete to the limits of the existing sidewalk joints. The costs for removal and replacement shall be incidental to the trenching.

8-20.3(5) Conduit

8-20.3(5)A General

(Special Provision)

Supplement

The conduit runs shown on the Plans are schematic; exact alignment shall be approved by the Engineer prior to excavation. All conduit shall be installed within the City right-of-way. Runs may be revised, as directed by the Engineer, to allow for unforeseen conflicts or easements.

All covered underground conduit shall be capped during construction using manufactured seals to prevent entrance of water and debris. Prior to pulling wire, all conduit shall be cleaned with an approved sized mandrel and blown out with compressed air.

When conduit or casing is to be placed under pavement it shall be placed prior to the placement of a sub-base, base, surfacing, and pavement.

Spare conduit shall contain detectable pull tape and shall be labeled City of Mercer Island.

Where sidewalk panels need to be removed for the installation of conduit or junction boxes, the Contractor is responsible for restoring the area near the back of sidewalk as needed to repair damage from sidewalk panel formwork.

Where intercepting and splicing to an existing conduit is called out on the Plans, the Contractor shall verify the conduit size and schedule before ordering the new conduit sections. The size provided on the Plans is an estimation.

The Electrical Inspector shall be notified 48 hours prior to commencing boring operations and shall be present during the boring operations.

8-20.3(5)A3 Damaged or Blocked Conduits

(Special Provision)

New Section

Damaged or blocked conduits and stubouts shall be repaired by the Contractor. The Contractor shall attempt to remove debris in the conduit by blowing in air. The Contractor shall be careful not to blow air towards the service or controller cabinet. If the blockage doesn't break free, the Contractor shall identify the potential blocked/damaged location using a fish tape. Once the blockage location is identified, the Contractor shall attempt to remove the existing cabling (if any) from the conduit. If the cabling is removed, the Contractor shall attempt to pass a fish tape through the conduit again. If the fish tape passes through the conduit past the identified blockage point easily, the Contractor shall attempt to reinstall all existing cabling along with the new cabling called out in the Contract Plans.

If the existing cabling cannot be removed, or reinstalled after removal, the Contractor shall excavate down to the conduit blockage point and repair the conduit break. The Contractor shall obtain approval from the Engineer prior to removing existing cabling or beginning excavation. All cabling shall be removed from the conduit prior to repairing the broken conduit. Once the conduit is repaired, the Contractor shall restore the disturbed area. The removal of cable, excavation, conduit repair, and surface restoration will be paid for by change order or Minor Change as determined by the Engineer. The cost for other work needed to identify and remedy blocked conduits as described in this Section shall be incidental.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

(Special Provision)

Supplement

The Contractor shall supply all junction boxes. Junction boxes shall conform to the requirements of the following:

Junction box Type 2: Standard Plan J-40.10

The locations of the junction boxes as shown on the Plans are approximate and the exact locations shall be determined in the field by the Engineer. The new junction boxes shall not interfere with any other previous or relocated installation. Junction boxes shall be located outside the traveled way, wheelchair ramps and landings, construction joints and driveways.

If the junction boxes are placed in the pedestrian pathway, they shall have slip resistant lids and shall not be placed closer than 12 inches from the edge of any sidewalk or sidewalk joint. Pre-molded joint filler for expansion joints shall be placed around junction boxes installed in sidewalks. All junction box lids shall be set flush with the finished grade.

Prior to the use of any existing junction box, the Contractor shall verify that sufficient bending radius, as defined by the Code, is available both approaching and within the box for the cable being installed. If such is not the case, he/she shall notify the Engineer, who shall be the sole judge of whether new conduit bends or a new junction box shall be installed.

When using an existing junction box, the Contractor shall modify the junction box such that it will be bonded to the grounding system. All junction box lids shall be grounded in a manner that will allow removal of the lid without breaking the ground.

Existing junction boxes shall either be replaced or raised to match the new elevation of the sidewalk or shoulder. Wiring shall be replaced if sufficient slack as specified in Section 8-20.3(8) is not maintained. The six-inch gravel pad required in Standard Plans J-40.10 shall be maintained. When existing junction boxes do not have this gravel pad, it shall be installed as part of the adjustment to finished grade.

When junction boxes are installed or adjusted prior to construction of finished grade, pre-molded joint filler for expansion joints may be placed around the junction boxes. The joint filler shall be removed prior to adjustment to finished grade.

The Contractor shall not damage any existing conduits when replacing or excavating existing junction boxes. The Contractor is to maintain the integrity of all junction boxes during reconfiguration of the conduits, installation of new conduits or when excavating.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to or installed in their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for final adjustment.

8-20.3(8) Wiring

(Special Provision)

Supplement

All wire splices shall be made in the presence of the Engineer.

For installing new cables in existing occupied or empty conduit, the Contractor shall be responsible for the following steps: 1) Install a new pull rope using a rod/fish tape in the conduit for pulling in the new cabling if a pull rope does not already exist. 2) If the Contractor cannot get the rod/fish tape to pass through the conduit, the Contractor shall blow air through the conduit to remove any debris blocking the rod/fish tape path. The Contractor shall be careful not to blow air into controller or service cabinets. 3) If the rod/fish tape still does not pass through the conduit after blowing air, the Contractor shall disconnect a single existing wire as agreed to by the Engineer (if the conduit is occupied) and use that wire to pull the new wiring plus a new cable to replace the existing cable that is being used for pulling. 4) If no existing wire can be used to pull in the new wire, the Contractor shall try another conduit run if one exists, or pull out all existing wiring from the conduit and use to pull in the new wiring plus all new cabling to replace existing cabling. Rodding, fish taping, blowing air, and disconnecting/ reconnecting cable shall be the Contractor's cost responsibility. In an event that none of these steps led to successful wire installation, the Contractor shall install new conduit as directed by the Engineer.

When removing existing cabling, if the cable won't initially move, the Contractor shall attempt to blow air through the conduit to loosen debris around the cable. Blowing air into the conduit is considered incidental to the cable removal. If the cable will not move after blowing air into the conduit, the Contractor shall contact the Engineer.

8-20.3(9) Bonding, Grounding

(Special Provision)

Supplement

Contractor shall provide and install bonding and grounding wires as described in Standard Specifications and the National Electric Code for any new metallic junction boxes and any modified existing junction boxes. For the purposes of this section, a box shall be considered

“modified” if new current-carrying conductors are installed or modified, including low-voltage conductors.

At points where shields of shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

Junction box lids and frames shall be grounded in accordance with Department of Labor and Industries standards and shall be grounded so that the ground will not break when the lid is removed and laid on the ground next to the junction box.

Location wires shall not be connected to the equipment-grounding system.

8-20.3(11) Testing

(Special Provision)

Supplement

All work shall be completed in a manner that provides the Inspector and Engineer with full knowledge of the construction. The work shall proceed in accordance with the approved construction schedule previously supplied to and approved by the Engineer. The Inspector and Engineer may, at their option, require work completed without their knowledge or inspection to be dismantled so that it can be inspected to their satisfaction.

8-20.3(13)C Luminaires

(Special Provision)

Supplement

All luminaires shall be provided with markers for positive identification of light source type and wattage. Markers shall conform to ANSI C136.15-2011 “American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification”

Each Roadway luminaire shall be installed with a 7-pin shorting cap on each individual luminaire fixture.

8-20.3(17) “As-Built” Plans

(Special Provision)

Supplement

Upon completion of the construction, the Contractor shall furnish an “as-built” plans of the intersection showing all pole locations, junction boxes, miscellaneous equipment, conduit, conductors and with a special symbol identifying those items that have been changed from the original Contract Drawings. All items shall be located within 1 foot horizontal distance and 6 inches vertical distance above, below, or at the surface.

8-20.3(24) Rectangular Rapid Flashing Beacon (RRFB) System

This section is added:

RRFB system shall be furnished and installed by the Contractor and shall comply with all other specifications for RRFB systems. The system shall include all materials and work needed to provide a complete working system as shown on the plans, including but not limited to pedestrian push buttons, beacon heads, poles, foundations, conduit, junction boxes, and controller and service cabinets and components needed for complete operation. All the components shall be installed per manufacturer’s recommendations and per the Plans. The method and locations of installation shall be approved by the Engineer in the field, prior to drilling holes in the supporting poles.

The systems shall be powered from the existing electrical service at 77th Ave SE and SE 27th St., per the Plans.

8-20.4 Measurement

(Special Provision)

Revised

When bid items are shown as lump sums in the Section 8-20.5, no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished and installed.

8-20.5 Payment

(Special Provision)

Revised

Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when included in the proposal:

Modification of Existing Illumination System at 76th Ave SE, Complete	Per Lump Sum
RRFB System at 76th Ave SE, Complete	Per Lump Sum

The lump sum contract price for above listed bid items shall be measured for the total of all labor and equipment necessary for installation of complete permanent systems. All items and labor necessary to supply, install and test illumination system, including poles, luminaires, conduit, wiring, junction boxes, excavation, backfill, restoring facilities destroyed or damaged during construction, salvaging existing materials, coordination with local agencies and utility companies, electrical inspections and testing, as-built plans and all other components necessary to make complete systems shall be included within the lump sum price.

The adjustment of existing utility box to the finish grade shall be incidental to the RRFB System. No separate measurement and payment will be made.

Sawcutting required shall be incidental to lump sum items and no separate measurement will be made.

Conduit bedding and crushed surfacing top course (CSTC) required for trench backfill shall be incidental to the lump sum items and no separate measurement will be made.

Temporary surface restoration items required for resuming pedestrian and vehicular traffic prior to final surfacing, including steel sheeting, crushed rock, and cold mix asphalt, shall be incidental to the lump sum items and no separate measurement will be made.

The cost of conduit trenching, backfilling, compaction and landscape restoration outside of paved areas and trenching and backfill for the pipe zone within paved areas shall be included in the above listed bid items lump sums.

Bidders are cautioned to include in the lump sum bid items for "Systems Complete", all costs related to protection of items to remain, removal and disposal costs of removed items not specified to be salvaged, and costs associated with obtaining electrical inspection and signal testing as required.

8-21 PERMANENT SIGNING

8-21.1 Description

(Special Provision)

Supplement

“Permanent Signing” shall include all work to reset, relocate, remove, and install new signage within the project limits as identified on the Plans.

8-21.3 Construction Requirements

(Special Provision)

Supplement

Sign Code Numbers indicated on the Plans are in reference to the Washington State Department of Transportation Sign Fabrication Manual and the Manual on Uniform Traffic Control Devices (MUTCD).

Upon completion of the project, the Contractor shall reset all signs, which have been disturbed or removed during the construction, in their permanent location to the satisfaction of the Owner.

8-21.4 Measurement

(Special Provision)

Supplement

Permanent Signing will be measured by lump sum in accordance with Section 1-09.6 based on sign relocations, removals, or installations directed by the Engineer.

8-21.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Permanent Signing	Per Lump Sum
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The lump sum price for "Permanent Signing" shall be full compensation for furnishing all labor, materials, tools, and equipment necessary or incidental for the installation of the proposed signs as identified in the Plans or as directed by the Engineer.

8-22 PAVEMENT MARKING

8-22.2 Materials

(Special Provision)

Supplement

All channelization work to be performed under this contract shall be done in conformance with the “Manual on Uniform Traffic Control Devices” as is currently adopted by the Washington State Department of Transportation or as modified by the Plans and these Special Provisions.

This work shall consist of furnishing and installing pavement markings upon the roadway surface at locations shown on the Plans or as directed by the Engineer. Prior to installing pavement markings the Contractor shall pre-mark the layout of all channelization and receive approval from the Engineer. See Section 8-22.3(1) Preliminary Spotting herein.

Materials for pavement markings shall be paint, plastic, or retroreflective film as noted on the Plans and herein. Paint and sprayed or extruded plastic materials shall be applied with a top dressing of glass beads.

The following markings shall meet Type A Liquid Hot Applied Thermoplastic per 9-34.3(1) of the Standard Specifications:

- Plastic Crosswalk Lines

Refer to the current Qualified Products List (QPL) for manufacturers.

8-22.3 Construction Requirements

(Special Provision)

Supplement

Contractor shall coordinate with the Engineer to field mark the channelization to be removed. Part of this effort will include the Contractor field locating the proposed channelization to verify that the proposed channelization matches the existing channelization to remain. Contractor shall be responsible for coordinating this effort with the Engineer. Engineer shall approve the channelization removal extents before the Contractor conducts actual removal.

8-22.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

Plastic Crosswalk Line	Per Square Foot
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Removal of conflicting pavement markings shall be incidental to all other bid items.

END OF DIVISION 8

DIVISION 9: MATERIALS

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

9-29.2(1)A Standard Duty Junction Boxes

(Special Provision)

Supplement

Junction boxes, cable vaults and pull boxes which are placed within the sidewalk shall have slip resistant lids which meet the requirements of Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guideline (PROWAG). Approved products are:

1. Mebac1 (their most aggressive surface) manufactured by IKG Industries
2. SlipNOT Grade 3-coarse manufactured by W.S. Molnar Company.

The slip-resistant lid shall be identified with permanent marking on the underside indicating the type of surface treatment ("M1" for Mebac#1; or "S3" for SlipNOT Grade 3-coarse) and the year manufactured. The permanent marking shall be 1/8 inch line thickness formed with a mild steel weld bead.

Grounding lugs shall be stainless steel and shall be mechanically and electrically bonded.

9-29.6 Light and Signal Standards

(Special Provision)

Supplement

All poles, shall be designed in accordance with the "2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals", as revised.

Scratching, marking, chipping, or other damage to poles and fittings at the point of delivery shall be cause for rejection.

9-29.10(3) Shoebox Style Roadway Luminaires

(Special Provision)

New

Shoebox style roadway luminaire shall be GAA Galleonaire by Eaton (or approved equal), LED type, wattage per the luminaire schedule on the Plans, Type III distribution, 4000K, B3-U0-G4, 120-277V, with quick mount short arm. The luminaire housing shall be open frame die cast aluminum, with end caps providing structural support for the housing and heat sinks and shall be 3G vibration tested. Access shall be toolless to enable easy entry into electrical chamber. The luminaire shall be IP66 rated. Photocontrol receptacle shall be PER7 (install shorting cap). Color of the housing shall be Graphite Metallic.

9-29.31 Rectangular Rapid Flashing Beacon (RRFB) System

(Special Provision)

Rectangular Rapid Flashing Beacon (RRFB) system shall consist of RRFB LED light bars, controller cabinet, control panel, push button assemblies, and associated warning signs, all mounted on poles (configuration per the Plans).

Controller Cabinet

The cabinet shall be manufactured of 0.125" sheet aluminum and shall be Type 3X NEMA enclosure. Nominal cabinet dimensions shall be 13.63" H x 15.5" W x 14.75" D. The cabinet shall be a one (1) compartment type with a neoprene gasket seal for a weather seal. The cabinet shall have wire screened insect proof louvers on each side for ventilation. The louvers shall be designed to not allow any rain to enter the cabinet. On the bottom of the cabinet there shall be two screened insect proof drain holes. The door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet. The door shall incorporate a neoprene gasket which, when closed, forms a snug weather tight seal. The door lock shall be a standard police lock, reinforced with a steel plate. Each cabinet shall be equipped with the necessary rigid mounts appropriately sized for a pole as dimensioned on the plans. All necessary hardware for proper mounting shall be included.

Control Panel

The control panel containing the electronics (circuit breaker, surge arrestor, flasher, countdown timer and a 120VAC to 12VDC power supply) shall be mounted in the cabinet using bolts with wing nuts for quick and easy removal. The back panel and flashing beacons shall be connected through a main wiring harness via a circular pin connector (CPC). All modular components shall be connected in such a manner that they are easily removed for replacement or maintenance. Two control panels will be supplied, one in the upper compartment and one in the lower compartment. Each control panel will control the flashing beacons for one set of lanes.

The circuit breaker must be a 1 pole, 20 amp, 120VAC with reversible line or load lugs for line or surface mount wiring. The flasher shall be solid state, 2 circuit device which controls the flashing sequence of the beacon. The flasher will have a selectable flash rate of up to 80 flashes per minute and will flash a duty cycle of 50% on and 50% off. The flasher shall be a separate unit easily removable for maintenance. The flasher will be capable of operating in a temperature range of -40 degrees C and +85 degrees C. The surge arrestor will be capable of protecting up to 120VAC, 60 amp service, will have no follow current, respond in 5 nanoseconds, and will allow automatic recovery. It must be flame retardant epoxy encapsulated. The peak surge current will be 13kA/mode/phase total. The surge arrestor will be approximately 0.5" H x 1.5" W x 2.0" L. It will operate from -40oC to +85o C. The system shall employ countdown timer that allows the end user to adjust the length of time that the RRFBs flash upon activation. The range of time shall be from adjustable from 1 second to a minimum of 1 minute in 1 second intervals. The timer shall operate such that any time the pedestrian pushes the button the timer resets to its preset time to allow the pedestrian the full amount of time to cross the street. The countdown timer will operate from -20 degrees C to + 60 degrees C.

RRFB LED Light Bar

The RRFB shall comply with the latest FHWA guidelines and the housing shall have a brushed Aluminum finish and shall have rectangular shaped, high intensity LED alternating pattern flashing beacons with number of LEDs and configuration per the Plans. Mounting shall be per manufacturer's recommendation – coordinate work with the Engineer in the field. The RRFBs will follow the flash pattern as specified in the latest interpretation letter from the FHWA dated March 20, 2018 which consists of two cycles of alternating rapid flashes from each light, followed by 2 cycles of rapid flashes from both lights. The beacons shall flash at a rate between 70 – 80 flashes per minute. The LED light on the end facing the pedestrian crosswalk shall be a Whelen Class 1 light.

The LEDs used in the light bar shall meet the SAE J595 requirement for peak luminous (candelas) for Class 1. The vendor shall submit third party lab certification that the LEDs have been tested and certified for Class 1 intensity. The RRFB light bar will be assembled and wired as a unit. It will consist of a mounting bracket, a bottom shell that attaches to the mounting bracket, and a top shell that attaches to the bottom shell. It shall be mounted to the pole with U-bolts.

END OF DIVISION

Appendix A – Prevailing Wage Rates

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PREVAILING WAGES

The State of Washington prevailing wage rates for King County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/>

Based on the bid submittal date for this project, the applicable date for prevailing wages for this project is December 14, 2021. A copy of the applicable prevailing wage rates are also available for viewing at the City of Mercer Island, Maintenance Department located at 9601 SE 36th Street.

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